

EXHIBIT I

[Print](#) | [Close Window](#)**Subject** Video Budget**From** brittany@fashionboss.com**Date** Wed, Jun 04, 2014 1 33 pm**To** "Theresa Salameno" <tsalameno@gmail.com>

Dear Mrs. Salameno,

Thank you so much for including me in yesterday's call. I am so glad both Zach and Kevin could meet you. What did you think of Kevin? I am sure he was even more personable in person!

After our call, I compared the video production costs from the D.C. guy (Stevenson) with Zach's, as well as reviewed our financial status, and unfortunately, we do not have the current budget for a \$2,000/video. The D.C. guy's budget is approx \$700/video. We requested \$50,000 from Mr. Salameno for approx. 40 titles, and received \$10,000 in March. Unfortunately, FashionBoss does not have the operating capital in the bank to cover this content production either.

Mr. Salameno committed to an investment of \$500,000 in year one. The last disbursement was on or about March 15 for \$10,000. To date, the total disbursement of funds is \$160,000 (of which \$100,000 is committed to paying the web development in installments and the other \$60,000 has been used over 14 months on business operations, rent, travel, freelancers, and necessities like phone, health insurance, food). We currently have approx \$4,000 in the operating account.

I hope to have a meeting with Mr. Salameno next week to receive further disbursement of funds and update him on the same as we need additional funding in order to carry on business and satisfy existing commitments. While we have a \$340,000 remaining commitment from Mr. Salameno, I still feel it may be best not to make any commitments without first receiving the additional funding from Mr. Salameno. Do you agree?

Mr. Salameno will be receiving a fedex package on Friday with our financial status, progress update, as well as every webpage printed out and bound, in support of our request for disbursement of funds.

I hope you don't mind my sharing this information with you, but I wanted to be honest about our financial status before committing ourselves further.

If you have any thoughts or solutions, please do share.

Thank you so much,

Brittany

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FASHIONBOSS LLC
Seed Round Financing Term Sheet

Issuer: FASHIONBOSS LLC, a Florida limited liability company (the "Company"), formed to operate Fashionboss.com, an online education and community platform where future and current fashion entrepreneurs can find resources, opportunities and connect.

Investor: Lawrence Salameno, either personally or through Penny Black LLC or an entity controlled by him or it.

Class of Security: Seed Round Preferred Membership Units ("Seed Round Preferred Units").

Price Per Seed Round Preferred Unit: \$15 per Seed Round Preferred Unit.

Amount of Investment: \$260,000 (17,250 total Seed Round Preferred Units, or alternatively 11.5% of the Company). Capital will be disbursed in milestones and investor will draw shares pro rata on capital issued.

Closings: An initial closing for 5,000 Seed Round Preferred Units (\$50,000 investment) will be held as soon as a definitive subscription agreement and operating agreement is finalized and executed. Additional closings and issuances of up to 45,000 additional Seed Round Preferred Units will occur upon the satisfaction of certain mutually agreed milestones and payment by the Investor for such additional Seed Round Preferred Units. The proposed scheduled milestones are for illustrative and discussion purposes, and can be aggregated or further defined.

Schedule: Proposed Schedule of Phases and Funds Needed

1. July. 1- Closing	\$85,000
\$260,000	

Use of Proceeds: Working capital needs, including: strategy, design and development of the Company's website, mobile platform and hosting, and product experience; content research and development of curriculum; editing and publishing; legal, general and administrative expenses.

Allocation Total Shares: Total Authorized Shares: 150,000 Shares
 Pre-Money Valuation: \$2,000,000
 Founder (Brittany Rawlings): 132,750 Common Membership Units or 88.5%

	("Common Units") Up to 17,250 Seed Round Preferred Units or 11.5%
Issuance of Shares:	Investor will draw up to 50,000 shares pro rata on capital issued. Valuation of shares shall increase overtime.
Liquidation:	Seed Round Preferred Unit liquidation preference equal to purchase price; balance of proceeds paid pro rata to Common Units and Seed Round Preferred Units on as converted basis.
Management; Board of Directors:	The Company is owner-operated (MGMR). The sole manager and executive position is held by the Company's Founder, Brittany Rawlings. The Operating Agreement of the Company (the "Operating Agreement") provides that the sole manager has responsibility for management of the Company.
Conversion; Anti-dilution	The Seed Round Preferred Units will convert on a one for one basis into Common Units, subject to appropriate adjustments for corporate reorganizations, mergers, stock splits, etc. (each, a "Fundamental Corporate Changes"). The Seed Round Preferred Units will incur the same dilution as the Common Units for subsequent issuances of equity securities of the Company, whether by means of financings or as otherwise agreed to by the parties.
Voting:	The Seed Round Preferred Units will vote on an as-converted basis together with the Common Units. The Seed Round Preferred Units, voting separately as a class, shall have the vote for any Fundamental Corporate Change or any financing that results in the issuance of securities senior in liquidation preference to the Seed Round Preferred Units, provided that separate class voting shall only be available where at least 25,000 Seed Round Preferred Units are issued and outstanding at the time of such vote.
Automatic Conversion:	The Seed Round Preferred Units automatically convert into Common Units (or shares of Common Stock of the Company's successor, if the Company converts from a LLC to a corporation) upon consummation of an underwritten public offering with a price of at least \$3 per share and aggregate gross offering proceeds in excess of \$20,000,000.
Redemption	The Seed Round Preferred Units will not be redeemable.
Purchase Agreement;	The sale of the Seed Round Preferred Units will be pursuant to a Preferred Unit Purchase Agreement containing customary representations and warranties. The rights

Operating Agreement and obligations of the holders of Membership Units (Seed Round Preferred Units and Common Units) will be subject to the provisions of the Operating Agreement.

Non Binding This term sheet is for discussion purposes only and will serve as a binding document upon the execution of both parties.

Lawrence Salameno, personally
or on behalf of Penny Black LLC

Brittany Rawlings, or on behalf of
FashionBoss LLC